



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number:</b> 2017-600-01	<b>RFP Title:</b> <i>Microfilm/Microfiche Conversion</i>
<b>Proposal Due Date and Time:</b> <i>Thursday, August 03, 2017</i> 12:00 p.m., Central Time	<b>Number of Pages:</b> 38
<b>Procurement Officer:</b> Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: vicki.robinson@dhr.alabama.gov Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date:</b> June 21, 2017  <i>Issuing Division: Information Services</i>

INSTRUCTIONS TO VENDORS	
<b>Submit Proposal to:</b> Starr Stewart, Director Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Room 2153 50 Ripley Street Montgomery, AL 36130-4000	<b>Label Envelope/Package:</b> <b>RFP Title/Number:</b> <i>Microfilm/Microfiche Conversion RFP# 2017-600-01</i> <b>Proposal Due Date:</b> <i>Thursday, August 03, 2017</i> <b>Special Instructions:</b>

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
<b>Vendor Name/Address:</b>     <b>DUNS NUMBER:</b> _____	<b>Authorized Vendor Signatory:</b>     (Please print name and sign in ink)
<b>Vendor Phone Number:</b> (     )	<b>Vendor FAX Number:</b> (     )
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
<b>Total number of proposal pages:</b> _____	
<b>Trade Secret Declarations:</b> ( <u>reference section/page(s) of trade secret declarations</u> )	

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## VENDOR'S RFP CHECKLIST

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) and will include all questions asked and responses concerning the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company’s capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. \_\_\_\_\_ **Check the Department’s website for RFP addenda.** It is the vendor’s responsibility to check the Department’s website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) for any addenda issued for this RFP, no further notification will be provided.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are ***never*** accepted.

**This checklist is provided for assistance only and should not be submitted with Vendor’s response.**

**SCHEDULE OF EVENTS**

**SCHEDULE OF EVENTS**

*The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.*

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date .....	June 21, 2017
Deadline for Receipt of Written Questions.....	July 06, 2017
Deadline for Posting of Written Responses to Questions .....	July 13, 2017
Proposal Due Date.....	August 03, 2017
Evaluation of Proposals and Selection of Vendors .....	August 15-18, 2017
Intended Date for Notice of Intent to Award a Contract .....	August 29, 2017

## **SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS**

### **1.0 PROJECT OVERVIEW**

The ALABAMA DEPARTMENT OF HUMAN RESOURCES (hereinafter referred to as “the Department” seeks a qualified vendor to convert the 16mm x 100 foot rolls of microfilm and 4 inch x 6 inch source document microfiche jackets to a digital format. A more complete description of the *Microfilm/Microfiche Conversion* essential for this project is provided in *Section 3, Scope of Project* of the RFP document. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 ELIGIBLE ENTITIES**

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

### **1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL**

There are no licensure, certification or credential requirements for this procurement.

### **1.3 CONTRACT TERM**

The initial contract term is for a period of one (1) year beginning ***October 01, 2017*** and ending ***September 30, 2018***. Renewals of the contract, as agreed upon by both parties, may be made at **one (1)** year intervals, or any interval that is advantageous to the Department, not to exceed a total of **five (5)** years, at the option of the Department. ***The selected vendor must be fully operational on Sunday, October 01, 2017.***

### **1.4 POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

**Vicki Cooper-Robinson, Procurement Manager**  
**Office of Procurement**  
**Alabama Department of Human Resources**  
**Gordon Persons Building, Room 2153**  
**50 Ripley Street**  
**Montgomery, AL 36130-4000**  
**Telephone Number: (334) 353-2471**  
**E-mail Address: [vicki.robinson@dhr.alabama.gov](mailto:vicki.robinson@dhr.alabama.gov)**

### **1.5 REQUIRED REVIEW**

#### **1.5.1 REVIEW RFP**

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer

identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

### **1.5.2 VENDOR'S QUESTIONS**

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) **Thursday, July 06, 2017**. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

### **1.5.3 DEPARTMENT'S RESPONSES**

The Department will provide an official written answer by **Thursday, July 13, 2017** to all questions received by the deadline on **July 06, 2017**. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) by the close of business on the date listed.

## **1.6 MANDATORY REQUIREMENTS**

Vendors are expected to respond to all of the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.7 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

### **1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.8.1 *Required Copies and Deadline for Receipt of Proposals*.

### **1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION**

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service. If the legal status letter is not available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form (*Appendix B*) must be included.

### **1.6.3 DISCLOSURE STATEMENT**

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements are available for completion on the Attorney General's web site at [www.ago.alabama.gov](http://www.ago.alabama.gov) under *Publications and Forms*. Vendors may also click on the following links for a copy of the Disclosure Statement: (online fill-in) <http://www.ago.alabama.gov/File-AL-Vendor-Disclosure-Statement> when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

### **1.6.4 CERTIFICATE OF COMPLIANCE**

Vendors must submit a completed, signed copy of the certificate of compliance (*Appendix D*) with their proposals.

### **1.6.5 E-VERIFY DOCUMENTATION**

Vendors must submit e-verify registration documentation with their proposals.



### **1.6.6 AUTHORIZED VENDOR SIGNATORY**

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

### **1.6.7 DUNS NUMBER**

Vendors must include their Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business.

## **1.7 GENERAL REQUIREMENTS**

### **1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS**

By submitting a response to this RFP, vendors agree to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the vendor's ability to respond to the RFP or perform the contract.

***Note:** The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

### **1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS**

By submitting a response to this RFP, vendors agree to an understanding of and compliance with the specifications and requirements described in this RFP.

### **1.7.3 PRIMARY VENDOR/SUBCONTRACTORS**

The primary vendor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The vendor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The vendor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the vendor. Any awards made as a result of this document will create a contractual relationship between the vendor and the Department, not the subcontractor.

### **1.7.4 VENDOR'S SIGNATURE**

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

## **1.8 SUBMITTING A PROPOSAL**

### **1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS**

Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor's name and the RFP title and number to:

**Starr Stewart, Director  
Office of Procurement  
Alabama Department of Human Resources  
Gordon Persons Building, Room 2153  
50 Ripley Street**

**SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS**

**Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format (i.e., **4.2.5.1 Vendor Qualifying Information**) as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP# 2017-600-01 Microfilm/Microfiche Conversion. Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, Thursday, August 03, 2017.** Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. - 12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

**1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS**

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in *Section 4: Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

**1.8.3 COST PROPOSAL FORMS**

Vendors **must** respond to this RFP by utilizing the cost proposal forms found in *Appendix E*. These forms will be used as the primary representation of each Vendor's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost.

**1.8.4 TIMELY SUBMITTED PROPOSALS**

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

**1.8.5 LATE PROPOSALS**

***Regardless of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

## **SECTION 2: STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3<sup>rd</sup> Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

### **2.1 VENDOR COMPETITION**

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies.

### **2.2 NONDISCRIMINATION**

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY**

Only U.S. citizens or foreign citizens who have the necessary authorization to legally work in the United States may be employed to work under any contract with the Department. Vendors must agree to not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and must provide to the Department a certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (*Appendix D*).

The United States Citizenship and Immigration Services ([www.uscis.gov](http://www.uscis.gov)) provides E-Verify, an internet-based system that allows companies to determine their employees' eligibility to work in the United States. Vendors must participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations. Vendors must provide documentation to the Department establishing that they are enrolled in the E-Verify program.

Vendors must agree to not knowingly employ, hire for employment, or continue to employ a subcontractor to perform work under a contract that knowingly employs, hires for employment, or continues to employ an unauthorized alien. Any subcontractor hired to perform work under a contract must attest to such by sworn affidavit signed before a notary. Subcontractors must also enroll in the E-Verify program prior to performing any work on a project and must attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

### **2.4 DUNS NUMBER**

Vendors must obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal and state government for contracts or grants.

## **2.5 PROPOSAL EFFECTIVE PERIOD**

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

## **2.6 TRADE SECRETS**

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a “trade secret” by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor’s legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. If applicable, the Vendor’s Legal Counsel must use the Department of Human Resources “Affidavit for Trade Secret Confidentiality” form when requesting the trade secret claim. The affidavit form (*Appendix C*) is included in this document.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

## **2.7 PRE-SCREENING AND EVALUATION OF PROPOSALS**

### **2.7.1 PRE-SCREENING**

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified “responsive” or “non-responsive”. However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

### **2.7.2 EVALUATION OF PROPOSALS**

All responsive proposals will be evaluated against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

## **2.8 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION**

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor’s expense.

## **2.9 BEST AND FINAL OFFER**

The Department reserves the right to request a “best and final offer” for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes.

## **2.10 PUBLIC REQUESTS FOR INFORMATION**

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

## **2.11 COST OF PREPARING A PROPOSAL**

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

## **2.12 DEPARTMENT’S RIGHTS RESERVED**

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

### **2.12.1 PRE-SELECTION DISCRETION**

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

### **2.12.2 POST-SELECTION DISCRETION**

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

### **2.12.3 WAIVERS**

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

### **2.12.4 NEGOTIATIONS**

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

### **2.12.5 ADOPTION OF IDEAS**

The Department reserves the right to adopt to its use all or any part, of a vendor’s proposal and to use any idea or all ideas presented in a proposal.

### **2.12.6 ORAL PRESENTATIONS**

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

### **2.12.7 AMENDMENTS**

The Department reserves the right to amend the RFP. Except as provided above with respect to “WAIVERS” made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) under this RFP link.

### **2.12.8 NO GUARANTEE OF CONTRACT**

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department’s sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

### **2.12.9 RIGHT TO INVESTIGATE AND REJECT**

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly qualified to carry out the obligations of the contract. This includes the Department’s ability to reject the proposal based on negative references.

### **2.12.10 DISCLAIMER**

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

## **SECTION 3: SCOPE OF PROJECT**

### **3.0 MICROFILM/MICROFICHE CONVERSION PROJECT**

The Alabama Department of Human Resources (DHR) is required to maintain child abuse and neglect (CA/N) case records, adoption records, and other child welfare records for up to 75 years (Section 26-10-31 e). Many of the older records are stored on microfilm, microfiche, and in hard copy. The selected vendor will be required to convert 16mm x 100 foot rolls of microfilm and 4 inch x 6 inch source document microfiche jackets to a digital format. DHR will provide records to be scanned in batches so that no single batch of files is unavailable to State DHR staff for longer than two weeks. The State will work with the selected vendor to determine the appropriate number of records to be included in a batch. The condition of the microfilm/microfiche records varies. The selected vendor's conversion/scanning process must not damage or destroy the original microfilm/microfiche records. The vendor must return all original records to the State upon completion of the conversion/scanning of a batch of records.

The rolls of microfilm (16mm x 100') are broken down by category below:

CAN	1,505 rolls
Adoption	615 rolls
Ward	181 rolls
Free Home	282 rolls
Child Welfare	574 rolls
<b>Total Rolls</b>	<b>3,157 rolls</b>

The number of microfiche cards (4" x 6") to be converted is 6,277.

### **3.1 MICROFILM CONVERSION PROCESS**

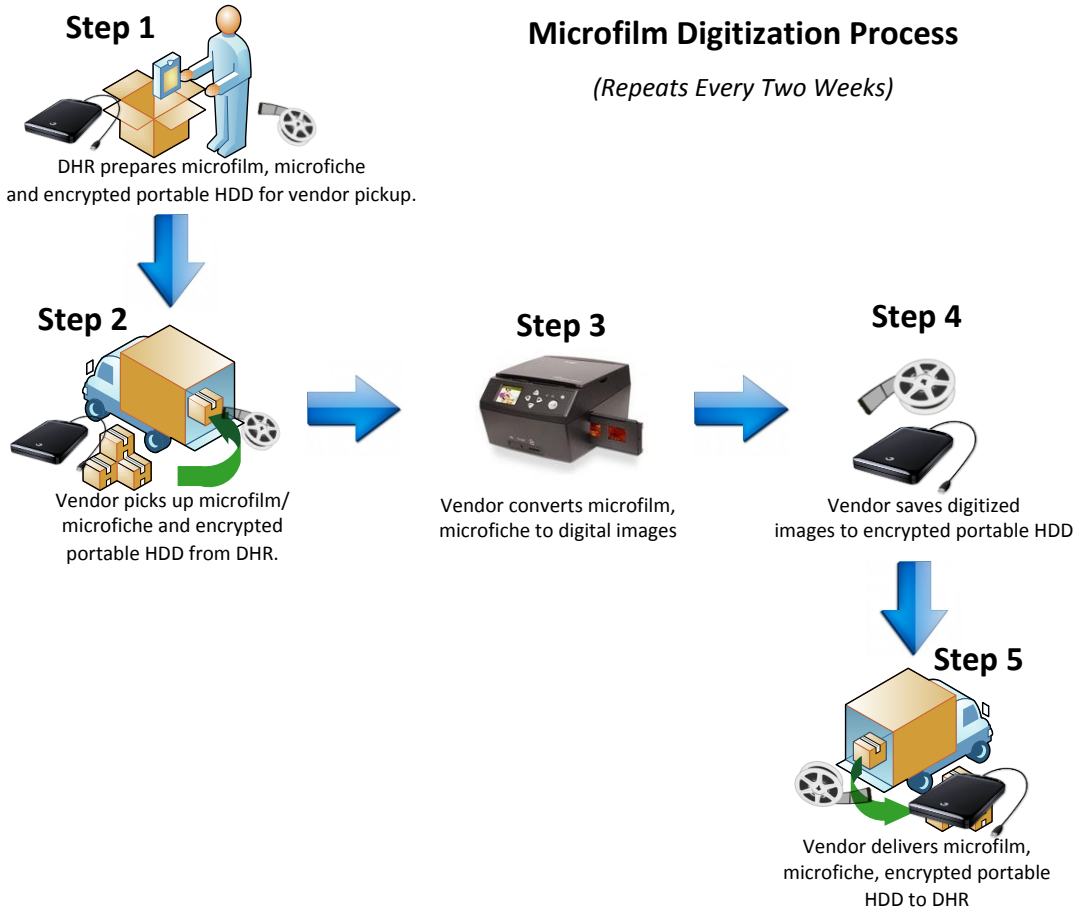
Every two weeks, DHR will prepare a batch of microfilm/microfiche media for the vendor to pick up and digitize. At the end of the two-week period, the vendor will return the digitized images and the original microfilm/microfiche to DHR and pick up another batch. This process is described in more detail below.

DHR will prepare the microfilm, microfiche and an encrypted portable Hard Disk Drive (HDD) for vendor pickup. The vendor will pick up and secure a two-week batch of microfilm, microfiche and the portable HDD from DHR. Next, the vendor will digitize the microfilm and microfiche at their site location and save the digitized images to the HDD. The vendor must name each digitized box, roll number or microfiche card according to specific naming convention specified for each record type. See Appendix H for naming conventions for each record type. Finally, the vendor must return the HDD with the digitized images and the original microfilm and microfiche to DHR. DHR will move the images from the portable HDD onto a secure DHR server. This process continues every two weeks until all microfilm/microfiche is digitized. The vendor must remove all DHR data from its storage devices once the digitization process is completed. Below is a diagram of the process that repeats every two weeks:

### SECTION 3: SCOPE OF PROJECT

## Microfilm Digitization Process

*(Repeats Every Two Weeks)*



The estimated total of microfilm/microfiche to be converted into PDFs is 9.9 million images. Below is a breakdown of image calculation:

A 4x6 inch microfiche card has 70 frames.

- The estimated number of microfiche cards is 6,277. By multiplying the total frames by the total number of cards, it is estimated to be 439,390 digitized images.

Calculation:  $6277 \times 70 = 439,390$  images

The microfilm is estimated to have 3,000 images per roll.

- The microfilm was estimated to have 3,000 images per roll. By multiplying, the estimated 3,000 images per roll by 3,157 rolls, it will be 9,471,000 estimated digitized images. Calculation:  $3,000 \times 3,157 \text{ rolls} = 9,471,000$  images. **Total Estimated: 9.9 million**

### 3.2 PROGRAM REQUIREMENTS

- The vendor must pick up a new batch of microfilm/microfiche to be digitized from the DHR facility every two weeks.



**SECTION 3: SCOPE OF PROJECT**

2. The vendor must deliver a batch of digitized images and the original microfilm/microfiche every two weeks.
3. The vendor must state in its proposal how many microfilm rolls (16mm x 100') and how many 4 x 6 inch microfiche cards (70 images per card) they will digitize in a two week batch.
4. The vendor must provide a schedule of how long it will take to digitize all of the DHR microfilm/microfiche.
5. The vendor must digitize the microfilm/microfiche records in an industry standard format. DHR prefers digitized images be in PDF format but is open to vendor suggestions.
6. The vendor must ensure that the size of the digitized PDF is equal to the original image size. Images can range from standard letter size, 8.5 x 11 inches to legal size 8.5 x 14 inches.
7. The vendor must ensure that the PDFs are searchable to the extent possible. DHR understands that some handwritten text may not be searchable.
8. The vendor must ensure that the digitized image is at least as legible as the original microfilm/microfiche image.
9. The vendor's digitization process must not damage or destroy the original microfilm/microfiche records.
10. The vendor must name each digitized image or roll following DHR prescribed naming conventions as described in Appendix H.
11. The vendor must submit a spreadsheet listing the file names of each digitized PDF in each batch.
12. The vendor must adhere to the following DHR-mandated security regulations for data stored on its hardware:
  - a. Any DHR data stored on a vendor "storage mechanism" must be encrypted at all times. This may include, but is not limited to, hard drives / storage devices, etc.
  - b. DHR must be allowed to verify that no DHR data is stored on the vendor equipment.
  - c. DHR data must not traverse the public internet at any time
13. DHR will provide an encrypted portable Hard Disk Drive (HDD) to the vendor. The vendor will load each batch of digitized images to the HDD and will return the HDD to DHR along with the original microfilm/microfiche records included in that batch. DHR will be responsible for sanitizing the encrypted portable HDD drives once returned.
14. The vendor is responsible for securing both the physical microfilm/microfiche media as well as the digitally converted formats while in their possession. The vendor must adhere to the State of Alabama Information Technology Standard 681S2-00: Protecting Personally Identifiable Information (PII) to secure the data. See Appendix G.
15. The vendor must describe the methods/processes it will use to secure the physical microfilm/microfiche media as well as the digitized images in their possession throughout the digitization process.
16. The vendor must adhere to the State of Alabama Information Technology Standard 681S2-00: Protecting Personally Identifiable Information (PII) mandated data disposal regulations, for properly destroying any digital content of records stored on vendor hard drives or storage devices. (Appendix G).
17. The vendor must explain how they plan to dispose of DHR data in their possession once the conversion is completed.

The approved vendor must submit the names of any staff, who will have access to DHR data. DHR will conduct a Child Abuse and Neglect (CA/N) Background Check on each staff member submitted. Information required to complete the background check must be provided by each staff member. (SSN, DOBs, etc.) Each vendor staff must complete the CA/N Central Registry Clearance Form 1598 to access CA/N records. Child Abuse and Neglect Central Registry Clearance Form (1598) and Instructions are included in RFP folder.

**SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

18. Any vendor staff with a CA/N record will be prohibited from working on this project or having access to DHR data.
19. Each vendor staff member who will have access to DHR physical or digitized data must sign a DHR Confidentiality Agreement. See Appendix F.
20. The vendor must secure all content and not allow a third party vendor or sub-contractor to view or access content without the written consent of DHR.
21. DHR must be allowed to inspect the digitization process proposed by the vendor. This includes, but is not limited to, the hardware, software, processes and procedures in place at any time during the engagement.

**Appendices**

- F. Confidentiality Agreement
- G. State of Alabama Information Technology Standard 681S2-00: Protecting PII
  - a. Security Regulations
  - b. Regulations for data disposal
- H. Microfilm-Microfiche Naming Convention

## **SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

### **4.0 PROPOSAL REQUIREMENTS**

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

### **4.1 COMPLETENESS OF PROPOSALS**

Selection(s) and award(s) will be based on the Vendor’s proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the vendor being disqualified from further consideration.

### **4.2 PROPOSAL FORMAT**

Proposals must not exceed **one hundred (100) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. ***Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

#### **4.2.1 COVER SHEET**

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their federal employer identification number and DUNS number. Also, denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

#### **4.2.2 TABLE OF CONTENTS**

The Cover Sheet should be followed by the “**Table of Contents**”, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin.

#### **4.2.3 LEGAL STATUS FORM/CP575 OR TAXPAYER IDENTIFICATION NUMBER**

The Table of Contents must be followed by a copy of the **Legal Status Form** or a **CP575**. *These forms are issued by the IRS and denote an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and include the Federal Employee Identification Number (FEIN).* If neither the Legal Status Form nor the CP575

**SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

are available, a completed and signed copy of the “**Request for Taxpayer Identification Number**” form (*Appendix B*) must be included. All items on this form must be completed.

#### **4.2.4 LICENSES/CERTIFICATES/CREDENTIALS**

The Legal Status Form or Request for Taxpayer Identification Number Form should be followed by a copy of all required **Licenses, Certificates, and Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP.

#### **4.2.5 TECHNICAL PROPOSAL**

Copies of Licenses/Certificates/Credentials, if applicable should be followed by the **Technical Proposal**. The Technical Proposal must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below.

##### **4.2.5.1 VENDOR QUALIFYING INFORMATION**

###### **4.2.5.1.1 *Vendor Profile and Experience***

Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. Also list all names it has used when conducting business. Vendors must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. Vendors must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

###### **4.2.5.1.2 *Past and Present Contractual Relationships with the Department***

Vendors must describe any past or present contractual relationship it may have or have had with the Department or any other state agency including colleges/universities during the past three years. If the vendor, its predecessor, or any party named in their responses to this section has contracted with any department within State Government during the past three years, identify the contract number and other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the vendor’s response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, agency by which employed, job title of position held, and separation date during the two-year period. If no such relationship exists, so declare.

###### **4.2.5.1.3 *Contract Performance***

If the vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the vendor’s nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the vendor; or (b) litigated and such litigation determined the vendor to be in default. Submit full details of all terminations for default experienced by the vendor during the past five years, including the other party’s name, address, and telephone number. Present the vendor’s position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the vendor’s Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If the vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the vendor’s Proposal.

**SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

No points will be assigned to proposals submitted by new or current vendors who have performed their contractual obligations satisfactorily. **However, current vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.**

***Note:** The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

**4.2.5.1.4 Project Staff/Resumes/Job Descriptions**

Vendors must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. Vendors must indicate that they have sufficient staff to perform the services required in this RFP. If sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the key staff.

**4.2.5.1.5 Staff Performance Evaluations and Training**

Vendors must describe their staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

**4.2.5.1.6 Background Checks**

Describe in detail the steps the vendor will take to ensure that no employee, regardless of their position, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with the population indicated in this document and for this project. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

**4.2.5.2 VENDOR FINANCIAL STABILITY**

Vendors must submit an audited financial statement for year 2014 and letters from the auditor(s) who performed the 2013 and 2012 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

**4.2.5.3 METHOD OF PROVIDING SERVICES**

**4.2.5.3.1 Service Delivery Approach**

Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. *All services as specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

**4.2.5.3.2 Start-up Plan**

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*. ***The selected vendor must be fully operational on Sunday, October 01, 2017.***

**4.2.5.3.4 Office Location**

Vendors must provide the physical address where records will be maintained and services will be performed under a contract with the Department in the event the vendor is selected.

**4.2.5.4 VENDOR CERTIFICATIONS**

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a

**SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

**4.2.5.4.1      *Revolving Door Policy***

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

**4.2.5.4.2      *Debarment***

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**4.2.5.4.3      *Open Trade***

The vendor must attest that it is not currently engaged in and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**4.2.5.4.4      *Standard Contract***

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

**4.2.5.4.5      *Charitable Choice (applies to faith-based organizations only)***

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

**4.2.5.4.6      *Financial Accounting***

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

**4.2.5.4.7      *Vendor Work Product***

The vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

#### **4.2.5.5 ATTACHMENTS**

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc.), applicable forms must follow the Technical Proposal. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

##### **4.2.5.5.1.      *Disclosure Statement***

The Technical Proposal must be followed by a completed copy of the **Disclosure Statement**.

##### **4.2.5.5.2      *Trade Secret Affidavit***

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix C*), if applicable.

##### **4.2.5.5.3      *Certificate of Compliance***

The Trade Secret Affidavit must be followed by a completed copy of the **Certificate of Compliance** (*Appendix D*). *All proposals must include the Certificate of Compliance.*

##### **4.2.5.5.4      *E-verify Documentation***

The Certificate of Compliance must be followed by a copy of the **E-verify documentation**. *All proposals must include the E-verify documentation.*

## **SECTION 5: COST PROPOSAL**

### **5.0 COST PROPOSAL**

Vendors must submit a budget detailing all necessary expenditures for the proposed services. The budget information must be compiled in the manner specified in *Appendix E: Cost Proposal*. Vendors must submit a budget for the following period: 1) *One year from October 01, 2017 through September 30, 2018*.

#### **5.1. METHOD OF PAYMENT**

Payment for services provided pursuant to this procurement will be made based on each roll or card that is successfully digitized.

#### **5.2 HOLDBACKS AND PRICING INFORMATION**

As a guarantee for the delivery of services required by this RFP, and the acceptance by the Department of those services in accordance with the specifications set forth in the RFP, in the event the vendor fails to deliver or perform the said services to the Department's satisfaction, the Department reserves the right to withhold part or all of any funds committed by the Department under any contract that may result from a proposal submitted in response to this RFP and to cancel the said contract without any resulting liability, present and future, to the Department or to the State of Alabama.



## SECTION 6: EVALUATION CRITERIA

### 6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale.

Category	RFP Section	Point Value
<b>Vendor Qualifying Information</b>	<b>30% of points for a possible 300 points</b>	
A. Vendor Profile and Experience	4.2.5.1.1	275
B. Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C. Contract Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	0
E. Staff Performance Evaluations and Training	4.2.5.1.5	15
F. Background Checks	4.2.5.1.6	0
G. Vendor Financial Stability	4.2.5.2	10
<b>Method of Providing Services</b>	<b>30% of points for a possible 300 points</b>	
A. Service Delivery Approach	4.2.5.3.1	275
B. Start-up Plan	4.2.5.3.2	25
C. Office Location	4.2.5.3.3	0
D. Vendor Certifications	4.2.5.3.4	0
<b>Cost Proposal</b>	<b>40% of points for a possible 400 points</b>	
A. Cost Proposal	5.0	400

**SECTION 7: DEFINITIONS**

**SECTION 7: DEFINITIONS**

**Adoption** - The legal process of establishing a parent-child relationship that is not biological in nature. Adoption records can be in ward files or non-DHR adoption files referenced as (A-Numbers).

**CA/N Records** -Child Abuse and Neglect records.

**CA/N Central Registry Clearance Form** - This form is used to request information from the Child Abuse/Neglect (CA/N) Central Registry for employees or potential employees who will provide unsupervised care and supervision for children or other vulnerable persons.

**Child Welfare** - Services to families provided by DHR Social Services. The record is set up as a Child Welfare case.

**SDHR**- State of Alabama Department of Human Resources.

**Free Home** -A resource approved to adopt at the State level. The record is set up as a Free Home.

**PII** - Personally Identifiable Information.

**Ward** - Is a child in permanent custody of the State.

**Ward Number** -A ward number is assigned to a child in permanent custody and then a ward record is created.

## **APPENDIX A: STANDARD TERMS AND CONDITIONS**

**By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF PROPOSALS:** The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

**AUTHORITY:** The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3<sup>rd</sup> Sp. Sess., p 817, §1.)

**CHARGE BACKS:** The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**DEBARMENT:** The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

**DISABILITY ACCOMMODATIONS:** The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM**

**FACSIMILE RESPONSES:** Facsimile responses will not be accepted for requested for proposals or limited solicitations.

**FAILURE TO HONOR PROPOSAL:** If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**FOREIGN CORPORATIONS (OUT-OF-STATE FIRMS):** Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the state until it obtains a certificate of authority from the Secretary of State, Section 10-2B-15.01, Code of Alabama 1975. To obtain form for a certificate of authority, contact the Secretary of State, Corporation Division, (334) 242-5324. Not having this certificate does not keep the vendor from registering.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

**LATE PROPOSALS:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**REGISTRATION WITH THE PURCHASING DIVISION:** Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**STATE OF ALABAMA**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**  
**STATE COMPTROLLER'S OFFICE**

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: \_\_\_\_\_

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## APPENDIX C: TRADE SECRET AFFIDAVIT

### Alabama Department of Human Resources

#### AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_ (Affiant), being first duly sworn under oath, and representing \_\_\_\_\_ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of \_\_\_\_\_, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # \_\_\_\_\_. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

\_\_\_\_\_  
Affiant's Signature

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
\_\_\_\_\_ (Affiant's name).

Name of Notary Public: \_\_\_\_\_ for the

Department of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## APPENDIX D: CERTIFICATE OF COMPLIANCE

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

### **CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

**DATE:** \_\_\_\_\_

**RE Contract/Grant/Incentive** (*describe by number or subject*):

\_\_\_\_\_ **by and between**  
\_\_\_\_\_ **(Contractor/Grantee) and**  
\_\_\_\_\_ **(State Agency, Department or Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_\_\_(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_\_(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

## APPENDIX E: COST PROPOSAL

Please provide a cost for each file type based on the number of rolls provided below. The microfilm/microfiche size is (16mm x 100) and is expected to be digitized in a two week batch.

File Type	Number of rolls	Cost per roll
Child Abuse and Neglect/CAN	1,505	\$
Adoption	615	\$
Wards	181	\$
Free Home	282	\$
Case Files	574	\$
	<b>3,157 Total Number of rolls</b>	<b>Total Cost of Rolls \$</b>

The rolls of Microfiche Cards (4 x 6) to be converted are 6,277.

Please provide a cost for 6,277 microfiche cards based on the size given above:

Number of Microfiche Cards	Cost to convert Microfiche Cards
6,277	\$



## APPENDIX F: CONFIDENTIALITY AGREEMENT

### State of Alabama Department of Human Resources

#### CONFIDENTIALITY AGREEMENT

1. I understand and agree to adhere to the Alabama Department of Human Resources' (ADHR) requirements of confidentiality; to the requirements of confidentiality in agency program manuals; and to the requirements of confidentiality of any State or Federal law.
2. I acknowledge by my signature affixed at the bottom of this document that I have read or had read to me this **Confidentiality Agreement** and the *Alabama Computer Crime Act (1985 Alabama Code, §13A-8-101 through §13A-8-103, attached)*. I further agree to adhere to the terms of this agreement, departmental policy (attached) and relevant law.
3. I understand and acknowledge agreement shown by my signature below that I must not attempt or achieve access, communication, examination, or modification of data, computer programs or authorization for any reason other than legitimate, job-related functions as determined by ADHR.
4. I understand and acknowledge agreement shown by my signature below that if I use the ADHR or State Department of Finance computer resources/system for any unauthorized reason, I will be subject to disciplinary action; including dismissal from employment, revocation of access and referred for prosecution under the *Alabama Computer Crime Act (1985 Alabama Code, §13A-8-100 through §13A-8-103)*.
5. I understand and agree as shown by my signature below that I may not share my unique user ID for access and may not reveal my password to anyone. I understand that I am responsible for any updates to the ADHR's files initiated by my unique user ID and password. Partial exceptions to this rule (5) may be allowed when multiple individuals or groups are assigned the same user name. *All exceptions must be in writing and approved by the ADHR Security & Disaster Recovery Unit.*

=====

\_\_\_\_\_  
Worker's Name (print or type)

\_\_\_\_\_  
Contact Information

\_\_\_\_\_  
Worker's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

=====

\_\_\_\_\_  
Security Administrator Signature

\_\_\_\_\_  
Date

**Note: The local Security Administrator must file the signed original onsite for audit purposes.**

**Forms needing to be filed at the state level should be sent to the following location:**

Forward to the DHR Security Office:

FAX 334-240-3453 or EMAIL DHR\_SECURITY <security@dhr.alabama.gov>

Sensitive

Version 06/01/2007

## **APPENDIX G: STATE OF ALABAMA INFORMATION TECHNOLOGY STANDARD**

### **STATE OF ALABAMA Information Technology Standard**

#### **STANDARD 681S2-00: PROTECTING PERSONALLY IDENTIFIABLE INFORMATION**

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Personally identifiable information (PII) is any information, not including a person's name, which used either alone or in conjunction with other information specifically identifies a person or a person's property. PII includes, but is not limited to, any of the following information related to a person:

- Date of birth
- Social Security number
- Driver's license number
- Financial services account numbers (including checking and savings accounts and credit or debit card numbers) or any other numbers or information that can be used to access a person's financial resources, obtain identification, act as identification, or obtain goods or services

This standard establishes requirements for the protection of electronic records containing PII.

##### **OBJECTIVE:**

Protect PII electronic records from unauthorized modification, disclosure, or loss.

##### **SCOPE:**

These requirements apply to all Executive Branch agencies, boards, and commissions except those exempt under The Code of Alabama 1975 (Title 41 Chapter 4 Article 11).

##### **REQUIREMENTS:**

Based on the recommendations of the National Institute of Standards and Technology (NIST) in Special Publication 800-122: Guide to Protecting the Confidentiality of Personally Identifiable Information (PII), State of Alabama information system and data owners shall identify PII, evaluate the risk and impact of loss or unauthorized disclosure of PII, and implement PII confidentiality safeguards.

#### **IDENTIFY PII**

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Identify all PII residing within the organization, under the control of the organization, or owned by the organization but residing on a third party system (such as a system being developed and tested by a contractor).

Organizations may use a variety of methods to identify PII. Privacy threshold analyses (PTAs), also referred to as initial privacy assessments, are often used to identify PII. Conduct a PTA before the development or acquisition of a new information system or when a substantial change is made to an existing system. PTAs are used to determine if a system contains PII and whether a Privacy Impact Assessment (PIA) is required.

#### **EVALUATE PII FOR RISK AND IMPACT**

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Evaluate PII for risk and impact of loss or unauthorized modification or disclosure and protect accordingly. Evaluate compilations of PII and identify those needing more stringent protection (such as for remote access or mobile computing).

A Privacy Impact Assessment (PIA) is a structured review of how information is handled to:

- Ensure handling conforms to applicable legal, regulatory, and policy requirements.
- Determine the risks and effects of collecting, maintaining and disseminating information in identifiable form

in an electronic information system.

- Identify and evaluate protections and alternative processes for handling information to mitigate potential privacy risks.

## **PII CONFIDENTIALITY SAFEGUARDS**

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### **Minimize the Use, Collection, and Retention of PII:**

- PII collections should only be made where such collections are essential to meet the authorized business purpose and mission of the organization.
- Regularly review holdings of previously collected PII to determine whether the PII is still relevant and necessary for meeting the organization's business purpose and mission.
- If the PII serves no current business purpose, then the PII should no longer be used or collected.

### **Security Controls:**

All PII not explicitly cleared for public release shall be protected in accordance with information protection category Sensitive, as established in State IT Standard 681S1: Information Protection, with additional protections as required by this standard and organizational procedures. Specific security controls include:

- Control access to PII through access control policies and access enforcement mechanisms (e.g., access control lists and role-based access controls).
- Enforce separation of duties for duties involving access to PII. For example, the users of de-identified PII data would not also be in roles that permit them to access the information needed to re-identify the records.
- Enforce the most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks.
- Prohibit or strictly limit remote access to PII. If remote access is permitted, ensure that the communications are encrypted.
- Prohibit or strictly limit access to PII from portable and mobile devices, such as laptops and smart phones.
- Monitor for events that affect the confidentiality of PII, such as unauthorized access.
- Regularly review and analyze information system audit records for indications of inappropriate or unusual activity affecting PII, investigate suspicious activity or suspected violations, report findings to appropriate officials, and take necessary actions.
- Uniquely identify and authenticate users before granting access to PII.
- Restrict access to information system media containing PII, including digital media (e.g., CDs, USB flash drives, backup tapes) and non-digital media (e.g., paper, microfilm). This could also include portable and mobile devices with a storage capability.
- Label information system media and output containing PII to indicate how it should be distributed and handled. Examples of labeling are cover sheets on printouts and paper labels on digital media.
- Securely store PII, both in paper and digital forms, until the media are destroyed or sanitized using approved equipment, techniques, and procedures.
- Protect digital and non-digital media and mobile devices containing PII that is transported outside the organization's controlled areas. Examples of protective safeguards are encrypting stored information and locking the media in a container.
- Sanitize digital and non-digital media containing PII before it is disposed or released for reuse.
- Protect the confidentiality of transmitted PII. This is most often accomplished by encrypting the communications channel or by encrypting the information before it is transmitted.
- Protect the confidentiality of PII at rest, which refers to information stored on a secondary storage device, such as a hard drive or backup tape. This is usually accomplished by encrypting the stored information.
- When possible, employ automated tools to monitor PII internally or at network boundaries for unusual or suspicious transfers or events. An example is the use of data loss prevention technologies.

## INCIDENT RESPONSE FOR BREACHES INVOLVING PII

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Organizations shall prepare for potential data breaches and/or loss of PII by:

- Establishing clear roles and responsibilities to ensure effective management when an incident occurs.
- Establishing reporting procedures to ensure that compromise, loss, or suspected loss of PII is reported in accordance with incident response and data breach notification requirements.
- Planning in advance how, when, and to whom notifications should be made.
- Determining how incidents involving PII will be tracked within the organization.
- Determining what circumstances require the organization to provide remedial assistance (such as credit monitoring services) to affected individuals.

### ADDITIONAL INFORMATION:

Information Technology Policy 681: Information Protection

[http://cybersecurity.alabama.gov/documents/Policy\\_681\\_Information\\_Protection.pdf](http://cybersecurity.alabama.gov/documents/Policy_681_Information_Protection.pdf)

Information Technology Standard 681S1: Information Protection

[http://cybersecurity.alabama.gov/documents/Standard\\_681S1\\_Information\\_Protection.pdf](http://cybersecurity.alabama.gov/documents/Standard_681S1_Information_Protection.pdf)

Information Technology Standard 681S3: Media Sanitization

[http://cybersecurity.alabama.gov/documents/Standard\\_681S3\\_Media\\_Sanitization.pdf](http://cybersecurity.alabama.gov/documents/Standard_681S3_Media_Sanitization.pdf)

Information Technology Procedure 604P1: Cyber Security Incident Reporting

[http://cybersecurity.alabama.gov/documents/Procedure\\_604P1\\_Incident\\_Reporting.pdf](http://cybersecurity.alabama.gov/documents/Procedure_604P1_Incident_Reporting.pdf)

Information Technology Dictionary [http://cybersecurity.alabama.gov/documents/IT\\_Dictionary.pdf](http://cybersecurity.alabama.gov/documents/IT_Dictionary.pdf)

*By Authority of the Office of IT Planning, Standards, and Compliance*

### DOCUMENT HISTORY:

Version	Release Date	Comments
680-01S2	2/6/2007	Original document
681S2-00	09/01/2011	New number and format; content substantially revised

## APPENDIX H: MICROFILM/MICROFICHE NAMING CONVENTIONS

Category	Naming Prefix	Media Type	Total Rolls / Cards	Expected Images *	Naming Convention
CA/N (Child Abuse/Neglect)	CAN	Microfilm	1,505 Rolls	4,515,000	CAN-[4 digit Roll #].pdf (e.g. CAN-0003.pdf)
A Number (A#) (Adoption)	A	Microfilm	615 Rolls	1,845,000	[Box/Roll#, A, number range, Series.pdf] (e.g. 7-176_A39899-A39898_Series 3.pdf)
Wards	W	Microfilm	181 Rolls	543,000	[Box/Roll#, W, number range.pdf] (e.g. 8-87_W4003-W4015_W5347-W5387.pdf)
Wards	W	Microfiche	6,277 Cards	439,400	[W, Fiche number, Last Name, First Name, Middle Name, 1 of 1.pdf] (e.g. W5461-Rabon_Eddie Ray_1 of 4.pdf)
Free Home	6	Microfilm	282 Rolls	846,000	[Box/Roll#, name range.pdf] (e.g. 6-45_Green-Grimes.pdf)
Case Files	13	Microfilm	574	1,722,000	[Box/Roll#.pdf] (e.g. 13-006.pdf)

### Notes:

The PDF name will consist of box/roll#, number ranges, name ranges and Series as they already appear on the box.

\* **Microfilm** - 3,000 images per 100 foot roll

\*\* **Microfiche** - 70 images per 4x6 inch card

Microfilm rolls will be digitized and saved as a single 3,000 page PDF

Microfiche cards will be digitized and saved as a single 70 page PDF